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Land • Farms • Lake Property

**Chad Camp
205-478-4974**

*57+/- ACRES
1,400 ft. on Lake*

Ashville, AL ~ GPS 33.855296, -86.108210

Neely Henry Lake - 57+/- Acres with 1,400 ft. - Multiple Cabin Sites. Hunt, Fish or Boat. Property fronts on Palmetto/Perimeter Creek which feeds into Canoe Creek. Property offers Views and Lake Front. Property is mostly wooded and can be accessed off Charnell Drive and Colvin Springs Rd.

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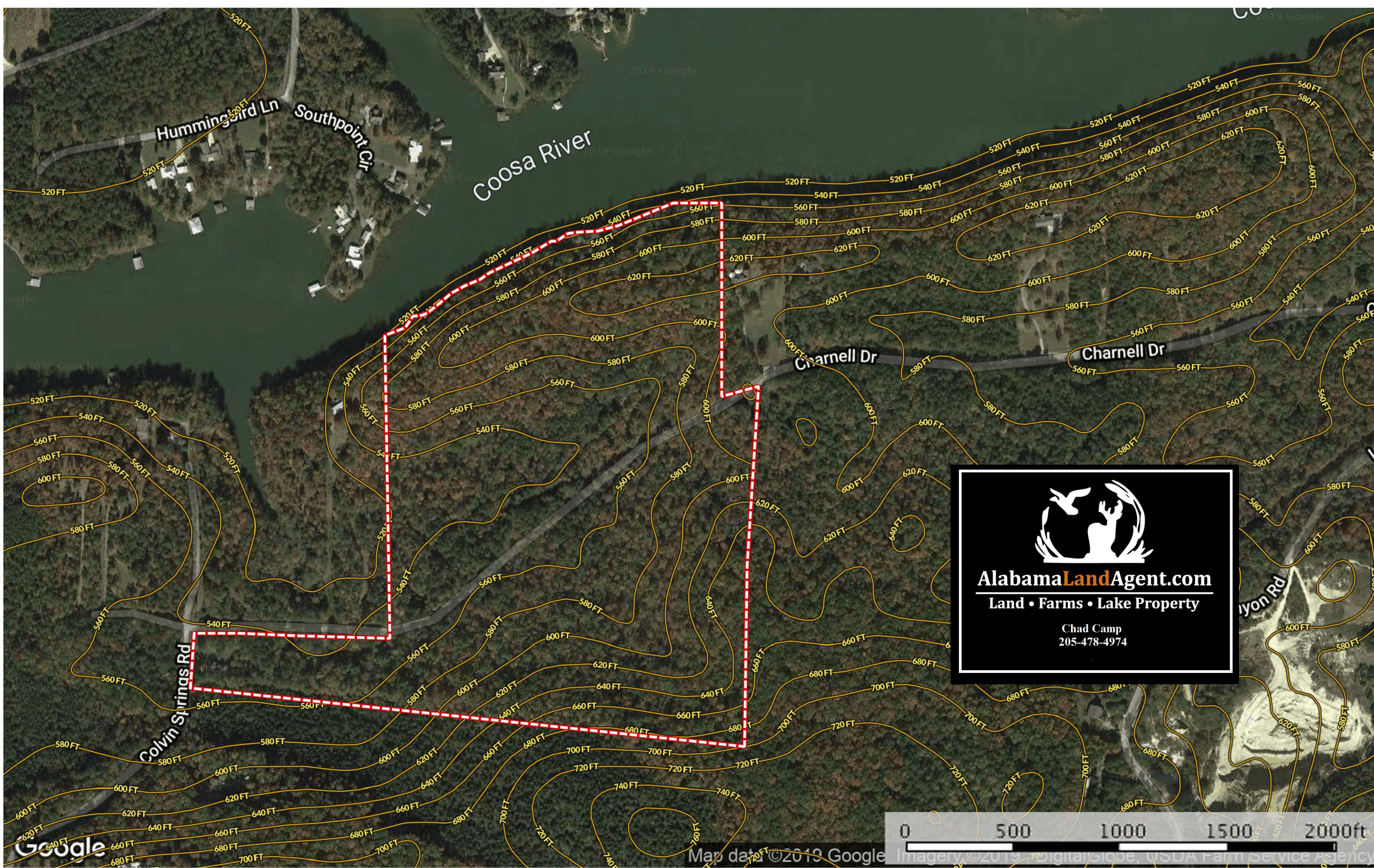


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From Birmingham: Go I-59 to Steele Exit 174. Right on Steele Station Road. Right on Canoe Creek Rd. Turn Right on Hwy 411 South. Left on Co Rd 24 AKA "Greensport Rd" Right on Lake View Canyon then Right on Charnell Dr. At dead end.



Charnell DR - Neely Henry Lake
Alabama, 57 AC +/-





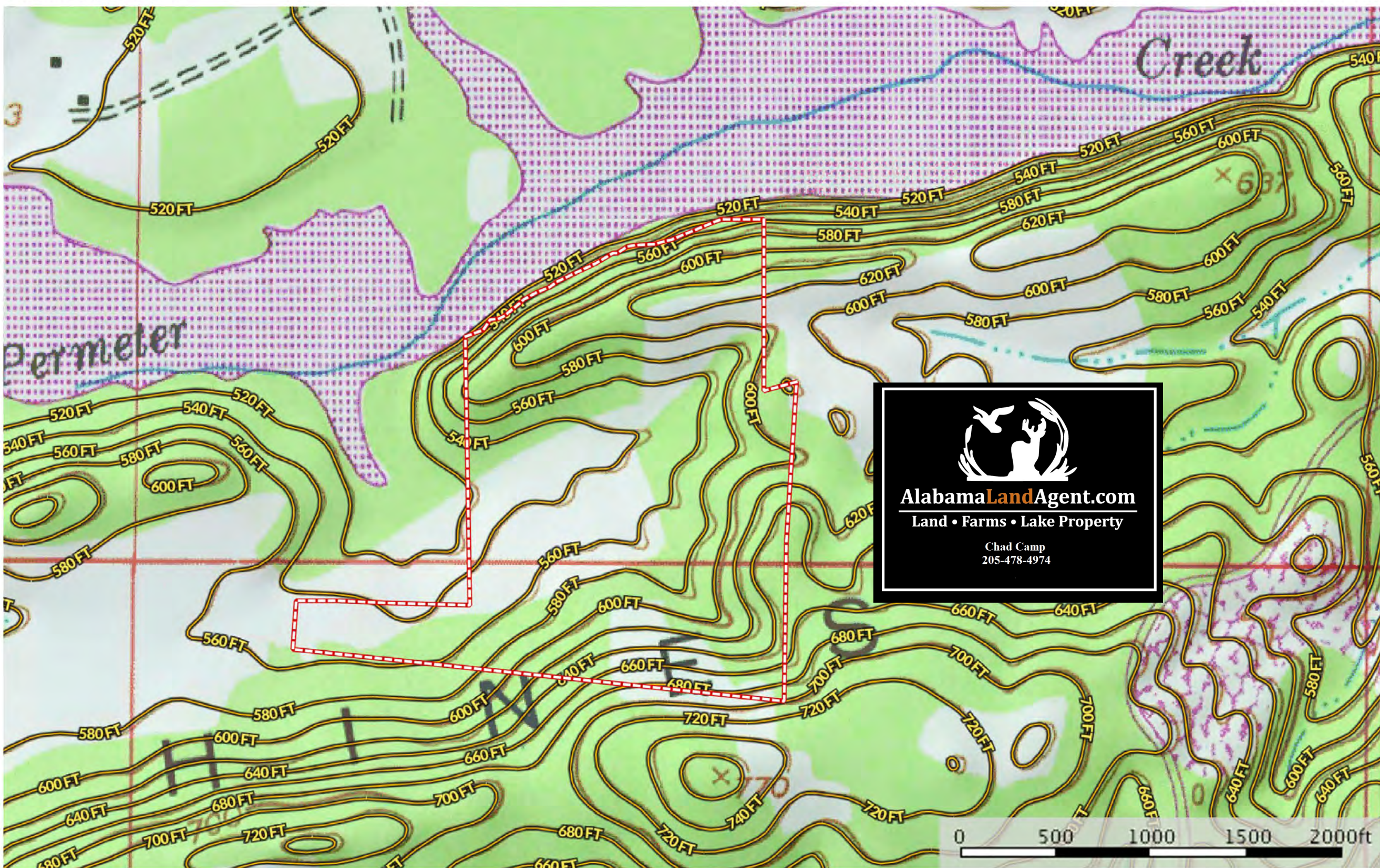
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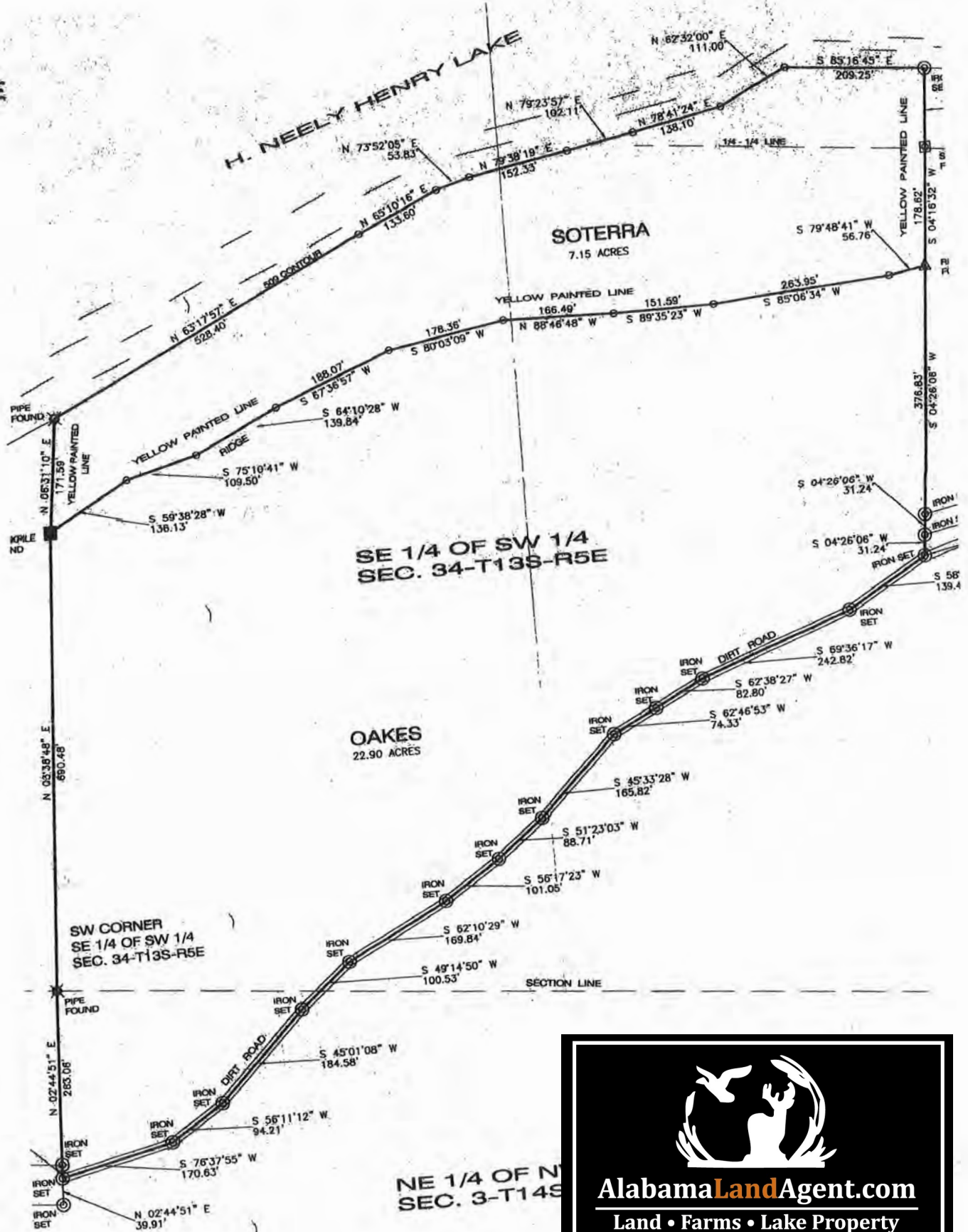
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 Boundary

Charnell DR - Neely Henry Lake
Alabama, 57 AC +/-





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AMENDMENT TO
PEREMETER PROPERTIES
PROTECTIVE COVENANTS

STATE OF ALABAMA)
ST. CLAIR COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned, being the owners of lots #1-#4 located in the SW 1/4 of NW 1/4 of Sec. 5, T14S, R5E, lots #5-#8 located in the NE 1/4 of NW 1/4 of Sec. 5, T14S, R5E, lots #9-#14 located in the SW 1/4 of SW 1/4 of Sec. 34, T13S, R5E, and lots #15-#18 located in the NE 1/4 of the NE 1/4 of Sec. 4, T14S, R5E, do hereby adopt and declare the Protective Restrictions:

WHEREAS, these restrictions are to amend the restrictions recorded on May 8, 1990 in Book 184, Pages 349 and 350.

WHEREAS, the name Perimeter Properties has been changed to Southern Properties.

- A. No more than two single family dwellings shall be erected, placed or permitted to remain on any four (4) acre tract.
- B. Mobile homes are permitted to be used as residences as long as such mobile homes are not over ten (10) years old when placed on said lot, and all mobile homes must be underpinned within sixty (60) days of placement on property. Underpinning material should be metal or fiberglass painted to complement the mobile home. Any addition to mobile home must complement the existing structure and be painted or covered with siding.
- C. No structure shall be located on any lot nearer than 35 feet to the front lot line; 35 feet to any side street; 10 feet to any interior lot line on one side; 50 feet from another dwelling.
- D. All driveway pipes must be at least 15 inches in diameter or approved by County Engineer.
- E. No tent, shack, garage, barn, bus or other outbuilding erected on the tract shall, at any time, be used as a residence temporarily or permanently.
- F. Property cannot be subdivided making any one tract less than four (4) acres in size. If a parcel should be sold off, it will be subject to the existing protective covenants.
- G. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except horses, dogs, cats or other household pets which may be kept provided that they are not bred or maintained for any commercial purpose.
- H. Junk yards, garbage piles, junk cars or any such thing considered to be an eyesore or a detriment to the other tracts are not to accumulate on the property.
- I. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- J. No timber shall be cut and marketed at anytime during the life of the mortgage or Lease Sale Contract without the consent of the mortgage or Lease Sale Contract holder.

RECORDED IN HAVE
DEED VOLUME & PAGE
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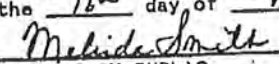
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WALLACE, T. J.
JESSE - CLARKE

- K. These covenants and restrictions shall run with the land and shall be binding upon the undersigned, their heirs, successors, and assigns. The invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision or restriction contained therein. Any change in these covenants shall require written consent of seventy five percent (75%) of the owners of the property.
- L. Enforcement of these covenants and restrictions shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. No property owner has any obligation to enforce any of the covenants and restrictions. Any property owner has the right to enforce said restrictions and reservations.
- M. The record owner of seventy-five percent (75%) of the lots, their successors or assigns, reserve the right to modify, release, amend or void all the rights, reservations and restrictions herein set forth, or the right to modify, release, amend, void or transfer any one or more of the herein set forth restrictions on lots in the said subdivision.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 16th day of May, 1990.


 LYMAN A. LOVEJOY


 PAUL D. KELL

STATE OF ALABAMA
 ST. CLAIR COUNTY
 Sworn to and subscribed to before me
 this the 16th day of May, 1990.

 NOTARY PUBLIC

MY COMMISSION EXPIRES DECEMBER 1, 1992

ST. CLAIR COUNTY

MTG. TAX	\$	—
DEED TAX	\$	10.00
RECORDING FEE	\$	20.00
INDEXING FEE	\$	10.00
CERT. FEE	\$	1.00
TOTAL	\$	80.00

90 MAY 16 PM 1 55
 WALLACE JR.
 JUDGE, CLERK

RECORDED IN ALBANY
 DEED BOOK 6 & PAGE
 FILE 2000 AL

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